BILLS AND NOTES — NOTE PAYABLE AT BANK — PAYMENT — PRESENTMENT AND NOTICE OF DISHONOR. — A promissory note was sent by mail for collection by the holder to the bank at which it was made payable. The day after maturity, the maker, hearing that the note had reached the bank, requested the president of the bank to charge it to his account, on which he was credited with sufficient funds to meet the note, and was informed that such would be done. Seven days later the bank failed without having taken further action on the note. During all this time the holder made no inquiries concerning the note. The holder now sues the maker. *Held*, that he cannot recover. *Baldwin's Bank of Penn Yan* v. *Smith*, 109 N. E. 138 (N. Y.).

For a discussion of this case, see NOTES, p. 204.

CARRIERS — INTERSTATE COMMERCE — CONNECTING LINES — LIABILITY UNDER CARMACK AMENDMENT FOR EXCESS CHARGE. — The plaintiff shipped lumber by the defendant railway to a point beyond the defendant's lines. By an error of a connecting carrier the lumber was misrouted and additional freight charged. Although the defendant had contracted only to deliver to the connecting carrier and had expressly restricted its liability to its own line, the plaintiff sues for the excess charge under the Carmack Amendment, which subjects the initial carrier to liability for "loss, damage, or injury to such property" caused by a connecting carrier, and forbids any form of contractual exemption. U. S. COMP. STAT. 1913, § 8592, cl. 11. *Held*, that the defendant is liable. *Chesapeake & O. Ry.* v. *W. T. Ward Lumber Co.*, 60 Oh. L. Bull. 594, 35 O. C. C. 594.

A carrier's liability beyond its own terminus is contractual. See *Erie Ry. Co.* v. *Wilcox*, 84 Ill. 239, 240; *Atchison, T. & S. F. R. Co.* v. *Denver & N. O. R. Co.*, 110 U. S. 667, 680. And whether such a contract has been made is a question of fact. *Gray* v. *Jackson*, 51 N. H. 9. The English rule, adopted in a few states, is that the mere acceptance of the goods for a point beyond the carrier's own terminus is *primâ facie* evidence of a contract to carry them there, and thus involves liability for the negligence of the connecting carriers as agents. *Muschamp* v. *Lancaster & P. J. Ry. Co.*, 8 M. & W. 421. See *Erie Ry. Co.* v. *Wilcox*, 84 Ill. 239, 240. See 21 HARV. L. REV. 539. On the other hand, in the United States before the amendment, by the weight of authority, further evidence of a contract was necessary for this liability to attach. *Myrick* v. *Michigan Central R. Co.*, 107 U. S. 102; *Louisville & N. R. Co.* v. *Cooper*, 19 Ky. L. R. 1152, 42 S. W. 1134; *Van Santvoord* v. *St. John*, 6 Hill (N. Y.) 157. On either view, the defendant's liability in the principal case must rest solely upon the Carmack Amendment, since the existence of any contract is expressly negatived. But an excess charge does not come within the scope of the amendment, for a money loss to the owner is not "loss, damage, or injury to . . . property." *Chattanooga Foundry & Pipe Works* v. *City of Atlanta*, 203 U. S. 390; *Wolf* v. *Wall*, 40 Oh. St. 111. See *Gulf, C. & S. F. Ry. Co.* v. *Nelson*, 139 S. W. 81, 85 (Tex.). *Cf. Missouri, K. & T. Ry. Co.* v. *Stark Grain Co.*, 103 Tex. 542, 131 S. W. 410. Nor is it possible to consider the amendment as an enactment of the English rule, for the qualifying phrase "to property" clearly refers to all three preceding words. See *Great Western Ry. Co.* v. *Swindon & C. E. Ry. Co.*, 9 A. C. 787, 808. Accordingly, the principal case seems to impose a wider liability than the provisions of the amendment warrant.

CONDITIONAL SALES — CONFLICT OF LAWS — SALE BY CONDITIONAL VENDEE. — A conditional vendee in Massachusetts sold a chattel in the same state to one who was assumed by the court to have taken without notice of the con-